

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST LABORERS-EMPLOYERS
HEALTH & SECURITY TRUST, WESTERN
WASHINGTON LABORERS-EMPLOYERS
PENSION TRUST, NORTHWEST
LABORERS-EMPLOYERS TRAINING
TRUST, and WASHINGTON AND
NORTHERN IDAHO DISTRICT COUNCIL
OF LABORERS AND ITS AFFILIATED
UNION LOCALS

Plaintiffs

v.

NATIONAL CONCRETE CUTTING, INC.

Defendant

NO.

COMPLAINT FOR BREACH OF
COLLECTIVE BARGAINING
AGREEMENT

COME NOW PLAINTIFFS, and for their cause of action, allege as follows:

1. Plaintiffs Northwest Laborers-Employers Health & Security Trust, Western Washington Laborers-Employers Pension Trust, and Northwest Laborers-Employers Training Trust (Trusts) are joint labor-management employee benefit trusts created pursuant to § 302(c)(5) of the Labor-Management Relations Act (the Act), 29 U.S.C. § 186(c)(5) and bring this action in accordance with §§ 502(d)(1), 502(a)(3) and 515 of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001, et seq.

COMPLAINT FOR BREACH OF
COLLECTIVE BARGAINING AGREEMENT—1

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1 2. Plaintiff Washington and Northern Idaho District Council of Laborers and its affiliated
2 Union Locals (Union) is a labor organization that has its principal office located at 3909 164th
3 Street SW, Lynnwood, Washington.

4 3. Defendant National Concrete Cutting, Inc. (Employer) is engaged in business within
5 the jurisdiction of this Court, and such business affects commerce within the meaning of § 301(a)
6 of the Act, 29 U.S.C. § 185(a).

7 4. Jurisdiction is conferred on this Court by § 301(a) of the Act, 29 U.S.C. § 185(a) and
8 §§ 502(a)(3) and 502(e)(2) of ERISA, 29 U.S.C. § 1132(a)(3) and § 1132(e)(2).

9 5. At all times material the Employer and the Union and its affiliated Local 242 were
10 parties to a collective bargaining agreement (Labor Agreement) and Trust agreements, material
11 parts of which are attached to this Complaint as Exhibits A and B, respectively. Plaintiff Trusts
12 are third-party beneficiaries to the Labor Agreement.

13 6. The Employer has failed to abide by the terms and conditions set forth in the Labor
14 Agreement and Trust Agreements, and is and continues to be delinquent in the payment of fringe
15 benefit contributions, dues, and other wage deductions in the known amount of \$5,409.32 for the
16 period November 2015 through September 2017. As a result of this delinquency, the Employer
17 also owes liquidated damages of \$664.78, and interest of \$619.87. The total known amount
18 owing as of the filing of this Complaint is \$6,693.97, all of which is due and payable under the
19 terms of the Labor Agreement and Trust Agreements. The Employer's failure to pay is also a
20 violation of § 515 of ERISA, 29 U.S.C. § 1145.

21 7. Under the terms of the Labor Agreement and Trust Agreements to which the Employer
22 is bound, the Employer is also obligated to pay all liquidated damages in the amount of 15

1 percent (15%) of the delinquent contributions owing, interest computed at the rate of 15 percent
2 (15%) per annum, and costs and expenses incurred, including reasonable attorney fees.

3 8. If judgment is entered by default, a reasonable attorney fees as of the date of this
4 Complaint is \$1,200.00.

5 WHEREFORE, Plaintiffs pray for the following relief:

- 6 (a) Judgment against Defendant National Concrete Cutting, Inc. for the period
7 November 2015 through September 2017, fringe benefit contributions and wage
8 deductions of \$5,409.32, liquidated damages of \$664.78, and interest of \$619.87;
9 (b) All costs and attorney fees incurred; and
10 (c) Such other relief as the Court deems just and equitable.

11 DATED June 21, 2018

12 /s Mary L. Stoll

13 Mary L. Stoll, WSBA No. 16446
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